

**EXHIBIT 30  
REDACTED**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY

VIDEOTAPED 30 (b) (6) DEPOSITION of OTTO TRUCKING  
by and through its Designated Representative  
ADAM BENTLEY, ESQ.

San Francisco, California

Tuesday, August 22, 2017

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Volume 1

Reported by:

MARY J. GOFF

CSR No. 13427

Job No. 2684904B

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1	A	Yes.	01:46:21
2	Q	So then the next paragraph here says,	01:46:21
3		There's an IP License Agreement between Otto	01:46:24
4		Trucking and Ottomotto whereby (1), Otto Trucking	01:46:26
5		assigns its IP to Ottomotto; and (2), Ottomotto	01:46:30
6		licenses certain Ottomotto IP developed by Ottomotto	01:46:36
7		prior to the acquisition of Ottomotto by Uber back	01:46:40
8		to Otto Trucking.	01:46:43
9		Did I read that correctly?	01:46:44
10	A	Yes.	01:46:46
11	Q	And that's accurate information?	01:46:46
12	A	Yes.	01:46:48
13	Q	And the final paragraph here on the first	01:46:49
14		page of these notes says, There is a Framework	01:46:50
15		Agreement between Otto Trucking and Uber dated	01:46:53
16		May 18, 2017. The Framework Agreement provides more	01:46:56
17		detail regarding the day-to-day working relationship	01:47:02
18		between Otto Trucking and Uber.	01:47:05
19		Did I read that correctly?	01:47:06
20	A	Yes.	01:47:07
21	Q	Is that accurate information?	01:47:08
22	A	Yes.	01:47:10
23	Q	So Otto Trucking was formed on February 1,	01:47:12
24		2016; is that correct?	01:47:23
25	A	I --	01:47:25

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1 2016. 01:56:48

2 Q I understand. So we're still [REDACTED] [REDACTED] 01:56:48

3 [REDACTED] away from the opening of the call window? 01:56:53

4 A That's right. 01:56:59

5 Q So once that call window opens, Uber -- 01:56:59

6 Uber has an exclusive option until -- to purchase 01:57:03

7 Otto Trucking [REDACTED], right? 01:57:07

8 A Correct. 01:57:11

9 Q What was if Uber hasn't exercised that 01:57:11

10 call option by the time that exclusive option period 01:57:15

11 ends? 01:57:19

12 MR. SCHUMAN: Objection, beyond the scope. 01:57:20

13 A I would need to refresh myself with the -- 01:57:23

14 by taking a look at the Otto Trucking Merger 01:57:25

15 Agreement. But my recollection is that the Merger 01:57:29

16 Agreement could be terminated. 01:57:31

17 [REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

1

[REDACTED]



1	Trucking transaction closes, is related to the	03:37:17
2	successful commercialization of autonomous trucks.	03:37:21
3	Q (BY MR. JUDAH) So the shareholders of Otto	03:37:24
4	Trucking certainly have an interest in the	03:37:26
5	commercialization of autonomous trucks, don't they?	03:37:30
6	MR. SCHUMAN: Objection, beyond the scope;	03:37:33
7	objection as to form.	03:37:33
8	A Assuming that transaction closes, the	03:37:38
9	shareholders would have a right to share in the	03:37:45
10	future profits of a trucking business, which would	03:37:48
11	include potentially successful commercialization of	03:37:52
12	autonomous trucks.	03:37:55
13	Q (BY MR. JUDAH) And what happens if the	03:37:56
14	Uber acquisition doesn't close?	03:37:58
15	A If the Uber acquisition does not close,	03:38:01
16	then that earnout would not be applicable.	03:38:03
17	Q Well, what happens the Otto Trucking at	03:38:08
18	that point?	03:38:10
19	A There's various things that could happen.	03:38:11
20	We would be speculating, but there are a number of	03:38:13
21	different ways that that could progress.	03:38:17
22	Q What's one of the ways that it could	03:38:21
23	progress?	03:38:23
24	A The entity could be wound down or the	03:38:24
25	entity could seek to develop a business of any sort.	03:38:28

1 There's really infinite possibilities for what an 03:38:34  
2 independent entity could do if the Merger Agreement 03:38:38  
3 with Uber were to be terminated. 03:38:42  
4 Q The -- the four Otto Transport trucks that 03:38:49  
5 are currently being leased to Uber, have any of them 03:38:53  
6 done fully autonomous testing? 03:38:59  
7 MR. SCHUMAN: Objection as to form; beyond 03:39:05  
8 the scope of the 30(b) (6) Notice. 03:39:06  
9 A Yeah, so I would note that those trucks 03:39:10  
10 are operated by Uber. I'm here as an Otto Trucking 03:39:12  
11 designee. You're asking me about Uber-related in -- 03:39:15  
12 information. 03:39:19  
13 Q (BY MR. JUDAH) Well, Otto Transport owns 03:39:20  
14 those trucks, don't they? 03:39:22  
15 A It does. But pursuant to the terms of the 03:39:23  
16 Lease Agreement, they're under the complete control 03:39:26  
17 of Uber. 03:39:29  
18 Q So Otto Trucking doesn't have any 03:39:30  
19 knowledge about what's happening to those trucks 03:39:33  
20 with respect to autonomous vehicle testing? 03:39:36  
21 MR. SCHUMAN: Objection as to form; beyond 03:39:39  
22 the scope of the 30(b) (6) Notice. 03:39:39  
23 A Is your question: Are -- is there fully 03:39:42  
24 autonomous operation of trucks occurring right now? 03:39:45  
25 Q (BY MR. JUDAH) That was -- my first 03:39:50